

RESOLUTION NO. 2021-31

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF LADUE, MISSOURI AN AMENDMENT TO THE CITY-CONTRACTOR AGREEMENT WITH ST. LOUIS CHRISTMAS DECOR FOR THE INSTALLATION AND REMOVAL OF CHRISTMAS LIGHTS FOR THE CITY OF LADUE AT VARIOUS LOCATIONS IN THE CLAYTON ROAD BUSINESS DISTRICT AND THE MUNICIPAL CAMPUS.

WHEREAS, in Summer 2018, the City of Ladue obtained pricing from Christmas light installation companies for the installation and removal of holiday lighting in the Clayton Road business district and on the Municipal Campus, of which all costs are reimbursed except for lighting installed on the Municipal Campus; and

WHEREAS, on September 17, 2018, the City-Contractor Agreement between the City of Ladue and St. Louis Christmas Decor for the light installation and removal was executed after authorization by City Council; and

WHEREAS, the City Council now desires and finds it in the best interest of the City to amend the City-Contractor Agreement with St. Louis Christmas Décor to allow for a three-year extension, the ability to authorize an additional three-year extension, and to establish updated rates effective for holiday seasons 2021 through 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF LADUE, MISSOURI, AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor to execute on behalf of the City an amendment to the City-Contractor Agreement with St. Louis Christmas Décor to allow for the continued installation and removal of Christmas lights in the Clayton Road business district and the City's Municipal Campus, in substantially the form of Exhibit A incorporated herein by reference (the "Amendment").

Section 2. This Resolution shall take effect and be in force from and after its passage and approval by the Mayor.

Adopted by the City Council and approved by the Mayor on this ____ day of _____ 2021.

Nancy Spewak, Mayor

ATTEST:

Laura Rider, City Clerk

Exhibit A

Amendment to City-Contractor Agreement

AMENDMENT TO CITY-CONTRACTOR AGREEMENT FOR
CHRISTMAS LIGHT INSTALLATION
ORIGINALLY DATED SEPTEMBER 17, 2018

Between:

The City of Ladue

and

St. Louis Christmas Decor

THE PARTIES AGREE AS FOLLOWS:

1. The term of the contract is extended through September 17, 2024.
2. This agreement can be further extended through September 17, 2027 upon mutually agreeable negotiated rates. This extension will only become effective if the Ladue City council approves the rates by motion for approval on or September 1, 2024.
3. The price for installation for Holiday Season 2021, 2022, and 2023 as outlined on St. Louis Christmas Décor's letter head are acceptable. The new effective rates are as follows:

a. 9749 Clayton Road:	\$4,190
b. 9645 Clayton Road:	\$2780
c. 9705 Clayton Road:	\$650
d. 9825 Clayton Road:	\$680
e. 9345 Clayton Road:	\$1700
4. The parties hereby reaffirm that all other provisions of the City-Contractor Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AMENDMENT TO BE EXECUTED AS OF THE DAY AND YEAR WRITTEN BELOW.

CONTRACTOR

CITY OF LADUE, MISSOURI

Signature

Signature, Mayor

Title

Attested

Date

Date

LAST	FIRST
CITY of LADUE	
Billing Address	
9345 CLAYTON ROAD	
City	ST Zip
ST. LOUIS, MO.	63124
City	ST Zip
Phone	
314-993-5665	
Email	
SBOLLINGER@CITYOFLADUE-MO.GOV	
Company	



WWW.STLOUISCHRISTMASDECOR.COM
DECORATING SERVICE PROPOSAL

Contact: SCOTT

Install:

Date Sold: 10-Jul

2021

Unique Pest & Lawn

1866 Summitview Dr.
St. Charles, MO 63303
314-471-0088

Day Time Décor:

Takedown:

Timer: 4:30-Midnight

DÉcor Type		Location/Description		Your Decor Options	
				Pricing	
9749 CLAYTON RD		21 Trees WM White LED 24" Vertical & 6" Horizontal Spacing			4190.00
9645 CLAYTON RD.		7 Trees WM White LED Mini 24" Vertical & 6" Horizontal Spacing			2780.00
9705 CLAYTON RD.		3 Tress WM White LED 24" Vertical & 6" Horizontal Spacing			650.00
9826 CLAYTON RD.		3 Trees WM White LED 24" Vertical & 6" Horizontal Spacing			680.00
9345 CLAYTON RD.		2 Trees WM White LED 24" Vertical & 6" Horizontal Spacing			1700.00
Daytime Décor / Garland					
Additional Suggestions:					
Timers					

Proposal Date	6.6.21
Accepted Date	
By	
CC#	Exp: /
Bill:	Full Amt Deposit Balance

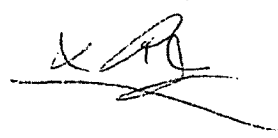
3 Year Contract	<input checked="" type="checkbox"/>
Year to Year Contract	<input type="checkbox"/>

Service Subtotal	10000.00
Incentives	
Subtotal	10000.00
Total Due	10000.00
Deposit	
Balance	10000.00

If Desired, you may change your Décor each year. Bulb colors can be changed at no extra charge.
Wreaths may be upsized and you would only pay the difference in price between sizes.

Please Note: All Décor is owned by ST. LOUIS CHRISTMAS DÉCOR and are only leased to the customer.

Signature: _____ Date: _____



CONTRACT AGREEMENT

This agreement, made this 17 day of September in the year Two Thousand Eighteen by and between St Louis Christmas Decor, hereinafter called the contractor, and the City of Ladue, Missouri, hereinafter called the City.

Now therefore, the contractor and the City, for consideration of the amount of \$ 11,364.33, agree as follows:

ARTICLE 1. SCOPE OF THE WORK:

The contractor shall furnish all the tools, equipment, labor and everything else necessary to perform, and shall perform in accordance with the specifications and terms of this contract. The work includes all work and materials necessary for the work as described in the specifications for the 2018 Christmas Light specification sheet.

ARTICLE 2. TIME OF COMPLETION:

The contractor shall fully complete all the installation work and have the lights up and running by November 1, 2018 however the City shall be responsible for turning them on. The contractor will have 30 days to remove the lights after January 31, 2019.

ARTICLE 3. PAY QUANTITIES AND UNIT PRICES:

The Contractor shall provide enough lights to perform the installation as specified in the bid documents on a total of 33 trees in lieu of the 38 trees as previously noted. The (5) trees located at 9705 Clayton Rd have been removed from the project and accounted for \$1,635.67 of the original total bid price of \$13,000.00, therefore reducing the total contract amount to \$11,364.33.00.

ARTICLE 4. FINAL PAYMENT AND ACCEPTANCE:

The City shall pay the contractor a deposit of \$2,000.00 prior to installation. When all work provided for under this contract has been completed in conformance with the specifications and requirements of this contract and accepted without regard to the provisions of guarantee as provided under the terms of this contract, a final payment for the remaining balance of \$9,364.33 shall be made within 30 days. The contract term shall be guaranteed for one year but may possibly be extended for up to two more years at the same rate.

ARTICLE 5. SUPERVISION:

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning those matters.



ARTICLE 6. CERTIFICATE OF INSURANCE

The contractor and any subcontractor shall indemnify and save harmless the City from all suits or action of every name and description brought against the City for or on account of any personal injuries, including accidental or resulting death, or property damages received or claimed to be received or sustained by any persons due to the construction of the work, or by, or in consequence of any hazard, or of any negligence by the contractor or subcontractor, his agents or employees or assigns in safeguarding it, or due to any improper material used in the construction, or by, or on account of any act or omission of the contractor or subcontractor, his employees, agents or assigns.

The contractor shall carry adequate public liability and property damage insurance for the joint and several benefit of the contractor and the City with a company licensed to do business in the State of Missouri and satisfactory to the City and in the amount not less than those specified below. The amounts of coverage required for public liability of the contractor in protecting the City from damage or injury claims. The City shall have the right to require the contractor to increase any or all such insurance policy limits while the contract work is in progress in the event the City Director of Public Works determines that unusual or special risks revealed by the work so required and in such amounts as the City Director of Public Works may determine to be adequate, and without thereby limits the liability of the contractor in protecting the City from damage or injury claims.

As partial security for the defense of claims and the payments required under such indemnity, the contractor and any subcontractor shall furnish at his cost, an owner's protective insurance policy satisfactory to the City naming the City as insured for amounts not less than the contractor's public liability and property damage insurance covering the work.

The contractor shall comply fully with the requirements of the workmen's compensation act of the State of Missouri and shall furnish evidence that the contractor is insured thereunder.

The coverage shall insure the City and their employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.

The cost of the insurance shall be included in the prices for the various items of work and no additional payment will be made therefore.

Without limiting his liability under this contract, the Contractor shall procure and maintain at his expense during the life of this contract insurance of the types and in the minimum amounts stated below:

1. Workers' Compensation Insurance in full compliance with the Missouri Workers Compensation Act, and Employers Liability with limits of not less than \$1,000,000/\$1,000,000/\$1,000,000
2. Comprehensive General Liability
 - General Aggregate - \$2,000,000
 - \$1,000,000 each occurrence
3. Comprehensive Automobile Liability
 - General Aggregate - \$1,000,000 each person
 - \$1,000,000 each occurrence
4. Commercial Umbrella/Excess Liability
 - General Aggregate - \$1,000,000



The Comprehensive Liability Policy shall include blanket contractual liability coverage or a contractual liability endorsement covering the liability assumed by the Contractor under this agreement with limits not less than those specified in sub-paragraph 2 hereof. The certificates of insurance to be furnished hereunder shall reflect such coverage.

Said insurance shall be written by a company or companies licensed to do business in the State of Missouri and satisfactory to the City. Before commencing any work hereunder, certificates evidencing the maintenance of such insurance shall be furnished to the City. Certificates of insurance sent to the City as evidence of insurance shall contain the following statements; and in the absence, the certificate will not be satisfactory to the City.

- (a) Insurance evidenced by this certificate will not be canceled or altered except 10 days after receipt by the City of Ladue, Missouri of written notice thereof.
- (b) The insurance evidenced by this certificate expressly includes blanket underground coverage including, but not limited to, injury to or destruction of wires, conduit pipes, mains, sewers, or other similar property, or any apparatus in connection therewith below the surface of the ground, whether or not such injury is caused by and occurs during the use of mechanical equipment, for the purpose of grading of land, paving, backfilling, excavating, or drilling, or to injury to or destruction of property at any time resulting therefrom.
- (c) The insurance evidenced by this certificate expressly includes personal injury or death by injury to or destruction of any property arising out of blasting or explosion, or the collapse of or structural injury to any buildings or structures due to grading of land, excavation, burrowing, filling, backfilling, or tunneling.

Contractors shall not subcontract the performance of any part of the work without requiring the subcontractor to procure and maintain insurance in the forms and amounts approved by the City.

ARTICLE 7. SAFETY:

The Contractor shall be solely responsible for the safety on and around the project site, including but not limited to traffic control, ladders, drop cords, scaffolding, barricades, construction equipment, construction means, methods, techniques, sequences and procedures.

ARTICLE 8. INDEMNITY:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City of Ladue, their consultants, and agents and employees of any of them from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than the Work itself, including loss of use resulting therefrom, caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to party or person described in this Section.

In claims against any person or entity indemnified under the above paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone whose acts they may

be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or as Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this Section shall not extend to the liability of the City of Ladue, their consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions, after requested in writing by the Contractor, or instructions by the City of Ladue, their consultants, and agents and employees of any of them provided such instructions or failure to give is not the primary cause of the injury or damage.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in four (4) original counterparts as of the day and year first above written.

CONTRACTOR

St. Louis Christmas Decor
Company Name

BY

Ryan [Signature]
President

Julie Bugajski
Secretary

9/19/18
Date

CITY OF LADUE, MISSOURI

Mary L. Spewch
Mayor

Jane Raker
Attested

9/12/18
Date